

CONTRACT FOR MANAGEMENT OF A DOWNTOWN PUBLIC ART AND
LIGHTING PROJECT ON MAIN STREET

This contract is made and entered into as of the _____ day of _____, 20____, by the City of Durham (“City”) and Downtown Durham, Inc. (“Contractor”), a 501(c)6 nonprofit corporation organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. This Contract is intended to allow Downtown Durham, Inc. to administer a program to provide lighted sculptural elements and other lighted elements along Main Street, in the City Center District.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide all management, planning, marketing, administrative, monitoring and supportive services required to effectively provide artist-designed sculptures and lighting elements along Main Street, in the City Center District in the Downtown Development Tier.. The Downtown Development Tier is defined in the City of Durham’s “Resolution Establishing a Job Creation and Retention and Investment Incentive Policy” Said services are detailed more fully in Attachment A “Scope of Services” to this Contract and shall be considered a part of this contract. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor’s duties to the City that arise out of this contract.

Administration of the services to be provided shall require the City to reimburse the Contractor a maximum of \$88,000.00 (hereinafter, “New City Funds”) for recruitment and contracting of artists and other service providers, and for administrative costs necessary for the administration of a public art and lighting process under the City of Durham Public Art Policy, as passed by the City Council on November 21, 2011. Up to ten percent of the City contribution to the project, not to exceed \$8,800.00, may be used for an administrative fee to the Contractor. The Contractor may set aside not more than \$10,000.00 for future maintenance as outlined in the Scope of Services, and shall be responsible for future maintenance and repairs. In addition to New City Funds provided, the Contractor shall commit \$12,588.00 of city funds (hereinafter, “Sign & Façade Funds”) remaining in the Contractor’s Downtown Sign and Façade Grant Program Fund, administered by the Contractor using City funds provided for that purpose. The total project budget shall be \$100,588.00, which includes both New City Funds and Sign & Façade Funds, with project completion within eighteen months of Contract execution.. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Contractor’s Billings to City. Upon execution of this Contract, the Contractor shall submit invoices to the City for payment in amounts and at times outlined in Attachment A. Within twenty days after the City receives an invoice, the City shall send the

Contract for Management of a Downtown Public Art and Lighting Project on Main Street

Contractor a check in payment for all undisputed amounts contained in the invoice. Following payment, the City in its sole discretion, and without affecting its other rights and remedies may recapture all or a part of its payment for failure by the Contractor to comply with any of the provisions of this Contract, including but not limited to failure to provide in a reasonable time any reasonable requests by the City for any accounting, audit, statement, information, record, documentation, or report, to the satisfaction of the City.

Sec. 5. Reporting. (a) Upon completion of the Work, but no later than eighteen months following the execution of this Contract, the Contractor shall provide a full accounting and documentation of both New City Funds and Sign and Façade Funds expended and shall return to the City any unused portion of the funds, not used for the Work as outlined in Section 2. In addition, the Contractor, for each future fiscal year ending June 30, shall provide an accounting and documentation of the use of the maintenance funds referenced in Section 2, until such time as all funds set aside for that purpose have been expended.

(b) If not already provided under other contracts the Contractor has with the City, the Contractor, at the Contractor's sole expense, shall obtain an audit of its financial statements. The audit shall be performed by a Certified Public Accountant or a Certified Public Accounting firm. This audit shall be conducted in accordance with generally accepted auditing standards, and the financial statements shall be prepared in conformity with generally accepted accounting principles. The Contractor shall assure that the City's Director of Audit Services receives the audit report within six months after the close of the Contractor's fiscal year.

Sec. 6. Insurance. Insurance shall be provided by the Contractor throughout the term of this agreement according to the items outlined in Attachment C to this document, "Insurance Requirement " and proof thereof shall be submitted to the Office of Economic and Workforce Development.

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec 8. Attachments. The following attachments are made a part of this contract:

Attachment A: Scope of Services

Attachment B: Resolution Establishing a Public Art Policy

Attachment C: Insurance Requirement

In case of conflict between an attachment and the text of this Contract excluding the attachment, the text of this Contract shall control.

Sec. 9. Notice. (a) All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

Contract for Management of a Downtown Public Art and Lighting Project on Main Street

To the City:

Director
Office of Economic and Workforce Development
City of Durham
101 City Hall Plaza
Durham, NC 27701
The fax number is (919) 560-4986.

To the Contractor:

President
Downtown Durham, Inc.
115 Market Street, Suite 213
Durham, NC 27701
The fax number is (919) 682-1980

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a Contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 11. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) SDBE. The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract

and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Chapter 26 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this Contract to be executed under seal themselves or by their respective duly authorized agents or officers.

Contract for Management of a Downtown Public Art and Lighting Project on Main Street

CITY OF DURHAM

ATTEST:

By: _____

Preaudit Certificate, if necessary:

DOWNTOWN DURHAM, INC.

ATTEST:

Secretary
(Affix corporate seal.)

By: _____
President

ACKNOWLEDGMENT BY DOWNTOWN DURHAM, INC.

State of _____

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this
day and stated that he or she is president of Downtown Durham, Inc., a corporation, and that by authority
duly given and as the act of the corporation, he or she signed the foregoing contract or agreement with the
City of Durham and the corporate seal was affixed thereto. This the _____ day of
_____, 20_____.

My commission expires:

Notary Public

ATTACHMENT A SCOPE OF SERVICES

Scope of Services

Downtown Durham Inc., in partnership with the City of Durham will be embarking on the design and implementation of a downtown pedestrian scale lighting program to focus on Main Street in the City Center District. This program will feature lighting elements that will enhance the pedestrian experience and walkability of downtown while adding elements of public art and lighting in identified areas. These lighting elements may include, but are not limited to: building lighting that shines down on the sidewalks, sculptural lighting along the sidewalks, and additional sidewalk lighting on the street light poles.

Much like the signage grant program administered before it, this program is intended to enhance the pedestrian experience in downtown in order to promote economic development, pedestrian activity and a vibrant downtown core.

Identified locations and designs shall be subject to approval by the City of Durham, in accordance with City policy and the procedures for approval and acceptance of public art under the City of Durham Public Art Policy.

Power

Based on our understanding from Duke Energy, power for the new lighting program would need to be tied into the same meters that are used to run the streetscape lighting and paid for by the City of Durham for solutions in the public right of way. For areas that need a solution on the downtown buildings, the goal will be to partner with downtown property owners, pay for the installation of the chosen lighting solution and have the building owner cover the power.

Future Maintenance

DDI proposes a 10% maintenance fund of the total project cost to cover future maintenance which would include repairs of damaged fixtures/sculptures, routine bulb replacements, routine maintenance and any other issues that may arise from this program. $(\$88,000 + \$12,588 = \$100,588 \times 10\% = \sim \$10,000)$ DDI shall provide annual reports on the usage of the Maintenance fund.

Targeted/Proposed Timeline for Project and Payment Schedule

Current DDI funds from Signage Grant Program = \$12,588 – Request for Qualifications/Proposals for Artist/Designer/Fabricator teams - RFQ sent out in June 2015

Payment Due to DDI – August 2015 - \$22,000 – First Deposit payment to chosen design team to go under contract – Artist Team chosen by August 2015

Payment Due to DDI – December 2015 - \$22,000 – Second payment to design team once design is finalized and approved by Review Committee, City of Durham, Public Art Committee

Payment Due to DDI – April 2016 - \$22,000 – Third payment due to pay for design team for work progress

Payment Due to DDI - August 2016 - \$22,000 – Final Payment to DDI for completion of Lighting Project

Budget

DDI Management Fee - \$8,800

Maintenance Fund - \$10,000

Cost to contract with winning bidder or bidders for design, delivery and installation of Lighting Elements - \$81,788

ATTACHMENT B
DURHAM PUBLIC ART POLICY

RESOLUTION ESTABLISHING A PUBLIC ART POLICY

WHEREAS, the City Council finds a public art program is important to a city, because it brings social, cultural and economic benefits to the public and visitors to the city;

WHEREAS, the City Council wishes to create and establish a program which will enhance the recreational and cultural environment in the city by incorporating the work of artists into the city's capital improvements;

WHEREAS, the Durham Cultural Master Plan, within its Economic Development Goal, places a high priority on the establishment of a percent-for-art program in Durham;

WHEREAS, approximately five hundred state, county and municipal public art programs have been adopted in the United States, including programs in Raleigh, Cary, Chapel Hill and other North Carolina cities and towns;

WHEREAS, the Resolution Authorizing the Establishment of the Cultural Advisory Board as "an advisory committee to the City Manager and City Council" defines one of the board's functions as "the implementation of a public art program";

WHEREAS, the Downtown Master Plan establishes a goal of "activating the street-level and the storefronts with interesting shops and venues; and continuing streetscape improvements including public art, throughout downtown"; and

Whereas, the Citywide Strategic Plan goals of "a strong and diverse economy", "thriving livable neighborhoods" and "stewardship of the City's physical assets" are supported by a public art program; and

WHEREAS, the Durham Comprehensive Plan establishes a goal "to encourage the incorporation of public art in new development projects, particularly in Downtown and Compact Neighborhood Tiers"; and

WHEREAS, a stable and predictable source of funding for public art projects and a transparent system for administering a public art process in the selection of works can support the goal of increasing the quantity of diverse public art throughout the city.

NOW, THEREFORE, BE IT RESOLVED that the City of Durham hereby adopts the following Public Art Policy:

1. Definitions.

- a. Public Art is hereby defined as
 - i. Original visual art including, but not limited to, sculptures, murals, photographic renderings, mosaics and electronic art installations installed on a permanent basis in spaces which are visible from public streets and pedestrian walkways, free of any admission fee, through a public process providing opportunities for community input;
 - ii. Original visual art installed on a temporary basis, for a period of not less than 90 days, in public spaces designated as public art exhibition areas for temporary installations;
- b. Designated spaces for temporary free public art exhibitions are hereby defined as CCB Plaza, Central Park, Five Points, the Civic Center Plaza, the grounds of the

55 Durham Performing Arts Center, City Hall, the Hayti Heritage Center, the Durham
56 Arts Council, the Carolina Theatre, Durham Athletic Park, and such other public
57 spaces as may be designated by the City Council. For some temporary projects an
58 indoor location might be necessary based on the design of the work or as an indoor
59 inclement weather location.

60
61 c. Permanent is hereby defined as the expected useful life of the structure at the
62 designated project location. In the event that the site shall not have a structure,
63 permanent shall mean at least twenty-five years.

64
65 2. Program Administration. The Cultural Advisory Board ("CAB") shall provide advice to the
66 City Council and the City Manager by appointing a Public Art Committee ("Committee") whose
67 two primary purposes shall be to advise on commissioned public art works and to advise on
68 whether works offered for donation should be accepted by the City.

69
70 The Committee shall consist of at least three members of the Cultural Advisory Board,
71 including the committee chair, with no fewer than six additional members. The CAB will
72 advertise vacancies on the Committee to encourage diversity and broad community participation.
73 The Committee members shall include professional artists or professionals in related fields,
74 including but not limited to architecture and landscape architecture and members of the general
75 public with knowledge or experience in public art projects or related activities. Committee
76 members shall live or work in Durham, with priority in the appointment of members given to City
77 residents.

78
79 Committee members shall be appointed by the Cultural Advisory Board. The Committee shall
80 advise the Cultural Advisory Board and Durham City Council on matters including:

81 the acceptance by the City of public art works offered to the City by donors, and

82
83 the commissioning of public art projects by the City.

84
85 3. Percent-for-Art Program. The City Council hereby establishes a percent-for-art program to
86 encourage and fund public art projects in Durham.

87
88 a. Funding: Each fiscal year, the City Manager shall recommend an amount, up to one
89 percent of the proposed General Capital Improvement Project (CIP) budget, to be set
90 aside in the Project Fund for Public Art, for the installation of public art at the sites of
91 major capital projects included in the CIP, for projects in the priority areas for public
92 art or for such other locations as the City Council may determine.

93 b. Project Fund for Public Art: The Project Fund for Public Art shall be used to
94 commission works of art for permanent installation at sites approved by the City
95 Council, to fund maintenance and repair of existing public art works, or to fund
96 temporary installation of works of art at designated public art temporary exhibition
97 areas. Funds may be used for direct costs and for the costs of administration of
98 projects.

99
100 4. Geographical Priorities: For projects funded from the Project Fund for Public Art, priority
101 shall be given to projects in the Downtown Development Tier including the Parrish Street Project
102 Area, the Community Development Area outside Downtown and designated gateways to the city.
103 This priority does not preclude projects in other areas of the City.

104
105 5. Design Criteria: The commissioning of public art, or the acceptance by the City of donated
106 works of public art, shall be subject to review by the Cultural Advisory Board which shall make a
107 recommendation to the City Council as to the appropriateness of the work to be created, accepted
108 for donation or purchased. The review shall consider artistic quality, appropriateness of artistic

109 content to the location, maintenance, risk and safety issues and conformity with relevant city
110 policies and ordinances.
111
112 6. Public Input: In reviewing public art proposals, the Cultural Advisory Board shall provide
113 opportunities for public input, including input from neighborhoods, businesses and other
114 institutions in the area in which the work will be installed. In reviewing a proposed project, the
115 Cultural Advisory Board shall give consideration to educational components of the project.
116
117 7. Administrative Structure: The City Manager, or the Manager's designee, shall develop
118 detailed procedures, informational material and application documents for the administration of
119 the public art process.
120
121 8. Project Management: Projects commissioned through the Project Fund for Public Art shall be
122 administered by the Office of Economic and Workforce Development (OEWD) in conjunction
123 with the department with primary responsibility for the location to be used.
124
125 9. Private Development: The City shall make efforts to encourage voluntary participation in the
126 Public Art process by developers of properties on private land. The evaluation process for the
127 awarding of grants or incentives for capital projects under the Economic Development Financial
128 Assistance and Incentive Policy shall use the grant scoring process to encourage voluntary
129 participation. Developers may satisfy this goal through on-site installations, through contributions
130 to the Public Art Project Fund, or through the contractual commitment, in the interior decoration
131 of the spaces subject to the incentive agreement, to purchase original art by artists residing or
132 working in the City of Durham.
133
134 10. Effective Date: The percent-for-art process in this Resolution shall take effect beginning with
135 the 2012-2013 fiscal year budget. The administrative process for public art project review shall
136 take effect upon the approval of this Resolution.
137
138

APPROVED BY
CITY COUNCIL

NOV 21 2011

CITY CLERK

D. Ann Gray

ATTACHMENT C INSURANCE REQUIREMENTS

Insurance Requirements

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Professional Liability- Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

Environmental/Pollution- Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by

endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: Office of Economic and Workforce Development
101 City Hall Plaza
Durham, NC 27701

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham’s Risk Manager.